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# AGREEMENT

BETWEEN

THE CANMORE COAL COMPANY  
LIMITED

AND

THE CANMORE MINERS' UNION



Effective from 1st of April, 1936 to 31st of March, 1938.



# AGREEMENT

BETWEEN

THE CANMORE COAL COMPANY  
LIMITED

AND

THE CANMORE MINERS' UNION



Effective from 1st of April, 1928 to 31st of March, 1930.



AGREEMENT ENTERED INTO this Third day of April, in the year Nineteen Hundred and Thirty-six, between THE CANMORE COAL COMPANY, LIMITED, of the first part, hereinafter referred to as "the Company" and the CANMORE MINERS' UNION, of the second part, hereinafter referred to as "the Union."

WITNESSETH THAT IT IS MUTUALLY UNDERSTOOD AND AGREED by and between the parties hereto that the following conditions and rates shall govern the said parties from the first day of April, Nineteen Hundred and Thirty-six, to the last day of March, Nineteen Hundred and Thirty-eight, and that the said parties will meet during the last month prior to the expiration of this agreement to discuss a renewal thereof.

PROVIDED however that either party may give thirty days' notice prior to the expiry of the first year of the said agreement, of its desire to open up the agreement, in which event the agreement will expire as at March 31st, 1937, and the parties hereto will meet to discuss a renewal thereof as provided in the preceding paragraph.

## **GENERAL CLAUSES**

### **Management of Mine:**

The right to hire and discharge, the management of the mine, and the direction of the working forces are vested exclusively in the Company, and the Union shall not abridge this right.

### **Check-Off:**

All men working in or around the mine may become members of the Union and agree to sign the check-off for all dues, assessments, and sick and accident benefit fund, and the Company agrees to collect on the payroll the monies so checked off, and forward the amounts thereof to the Secretary of the Union. It is agreed that the amounts to be collected shall be limited to \$2.50 per member per month.

### **Form of Order:**

The form of order to be used under the preceding clause shall be as follows:—

To the Canmore Coal Company, Limited:

I authorize and empower you to deduct and pay to the Secretary of Canmore Miners' Union, from my earnings from month to month, the sum of \$2.50, or such lesser amount as may be designated, in accordance with the check-off clause, by the said Secretary.

Dated .....

Signature .....

Witness .....

### **Settlement of Local and General Disputes:**

In case any dispute or grievance arise under this agreement or any local agreement made in connection therewith, whether the dispute or grievance is claimed to have arisen by the Company, or any person or persons employed, or by the men as a whole, then the parties shall endeavor to settle the matter as hereinafter provided. But before any grievances or disputes shall be submitted to the

Pit Committee, the person or persons affected shall endeavor, by personal application to the Pit Boss, Overman or Foreman in charge of the work where the dispute arises, to settle the matter, and in the event of them agreeing, their decision shall be final.

In case of any local dispute arising in any mine, and failure to agree between the Pit Boss, Overman or Foreman in charge of the work where the dispute arises, and any employee, the Pit Committee and Mine Superintendent or Mine Manager shall endeavor to settle the matter, and if they agree, their decision shall be final.

In the event of the failure of the Pit Committee and the Mine Superintendent or Mine Manager to settle any dispute so referred to them, as well as in the event of other disputes arising, the matter in dispute shall be referred in writing to the General Superintendent or General Manager of the Company, and the Officers of Cannore Miners' Union.

If they fail to agree the parties shall make joint application to the Minister of Labor for the appointment of a Board under the Federal Industrial Disputes Investigation Act to deal with the matter.

In the meantime, and in all cases while disputes are being investigated and settled, the Miners, Mine Laborers and all other parties involved must continue to work pending investigation and until final decision has been reached; but where Miner, Miners, Mine Laborer or Mine Laborers has or have been discharged by the Company, he or they shall not remain in the employ of the Company while his or their case is being investigated and settled.

### **Duties of Pit Committee:**

The Pit Committee shall be a committee of three in each colliery or other plant covered by this agreement, selected by the employees working at such colliery or other plant from among their own number, except one member may be a Checkweighman or an Officer of the Union, previously elected from among the employees.

The duties of the Pit Committee shall be confined to the settlement of disputes as outlined under the Clause, "Settlement of Local and General Disputes."

### **New Work:**

Whenever any new work arises, a price for which has not been provided for in this agreement, the matter, on the request of the Company or of the Union, shall be taken up as provided under the Clause "Settlement of Local and General Disputes."

Whenever any new system is inaugurated or radical change in the present system is made in any mine where there is a contract price fixed thereon, the Company or the Employers may ask for a price to be fixed on the work as "New Work", as for example, a change from "Longwall" to "Pillar and Stall", or vice versa, shall be considered "New Work."

Meantime, if the work is continued until such price has been arranged, all men shall be paid on the Day Wage Scale.



### **Employees not under Jurisdiction:**

All employees connected with the Management of the Mine are not to be under the jurisdiction of the Union or be members thereof, and shall include the following—Mine Manager or Superintendent, Overman or Assistant Overman, Pit Bosses, Fire Bosses, Boss Drivers, Stable Boss, Master Mechanic, Electricians, Weighmen, Head Carpenter, Head Blacksmith, Tipple or Breaker Foreman, Loader Boss, Night Watchmen, Outside Foreman, and all other Foremen, Timekeepers, Coal Inspectors and Head Lampman.

### **Construction and Extensive Repairs:—**

It is agreed that all men working on improvements and extensive repairs are not included in the jurisdiction of the Union.

The erection of head frames, tipples, breakers, washers, buildings, scales, machinery, railroad tracks and switches, etc., necessary for the completion of a plant, all being in the nature of construction work and extensive repairs or rebuilding of the same class of work are to be considered as improvements and extensive repairs, and the employees thereon are to be excluded as above when employed on such work only.

### **Penalty for Absence from Work:**

When any employee absents himself from his work for a period of two (2) days, unless through sickness or by first having properly arranged with the Pit Boss or Foreman, and obtained his consent, he may be discharged. All employees whose absence would cause any stoppage of work must, before absenting themselves, properly arrange with or notify the Pit Boss or Foreman for or of their

absence, otherwise they may be discharged. Any employee who habitually, to the extent of five (5) days per month, absents himself from work may be discharged.

#### **Checkweighman and Checkmeasurers:**

The Company will grant the right to the Miners to employ Checkweighers and Checkmeasurers, and will grant the said Checkweighers and Checkmeasurers every facility to enable them to render a correct account of all coal weighed or checked and will allow the cars to be tared from time to time, and the machine to be properly tested from time to time, and will deduct from the wages of all Contract Miners such amounts as may be designated from time to time, and will pay over the same to the Checkweigher or Checkmeasurers.

#### **Preference of Employment:**

In case an employee is thrown out of employment, unless discharged, he shall be given preference over new men in other mines in the same camp operated by the same Company.

#### **Equalization of Work:**

The Company will divide up available work amongst the employees as equally as it is practicable to do so in the opinion of the management.

#### **Minimum Rate:**

When a Miner's working place becomes deficient owing to any abnormal conditions, or where coal in any district becomes so hard as to prevent the Miner from earning a minimum wage of \$5.40 per shift, the Company will pay him a sufficient amount to make him up to the said minimum, providing he has done a fair day's work.

Payment under this clause shall be determined by the Miner's earnings for the pay period, except where work has been performed in two separate places one of which is normal and the other abnormal, in which case the pay period shall not apply.

### **Miners taken to do Company Work**

The Company shall pay the sum of \$5.40 per day to all miners taken from contract work to do Company work.

### **Delivery of Material**

In accordance with the Coal Mines Regulation Act of Alberta the Company will at all times deliver an adequate supply of suitable timber, rails, ties, planks and sheet iron at the nearest cross-cut in the face or at mine workings, and in places where the regular stakings to the working face, with a strong surface by the miner they shall be delivered on the same to the working face in other places across the ditch the timber, rails, ties, planks and sheet iron will be delivered at the mouth of the tunnel.

### **Loading of Coal from Chutes**

In packing seams where chutes are used, the Company will handle all coal placed in the chutes by the miners.

### **Doctor and Hospital Arrangements**

The matter of doctor and hospital arrangements is to be arranged as provided for by the Workmen's Compensation Act of Alberta.

## History

The following days are shall be served as Holydays: New Year's Day, Good Friday, May 1st, Ascension Day, Trinity Sunday, and the 7th day after the 15th day of June.

100

In the event of a strike among the employees of the academy, the work of the students shall be suspended pending work in the case where the students are absent on the day of the strike, the students shall resume work in the following day and work shall be suspended the day of the strike when they shall stop work.

## Employees to Care for Millions

In case of a general or general suspension of mining either at separate or by agreement or through a collective agreement and the Government shall not be obliged to make any contribution towards the cost of the suspension. It is further agreed that the Government will not interfere with the normal operation of the industry in any way. In the event of the suspension of separate mines and subgroups and other areas the suspension shall be for a maximum period of 12 months. The suspension is temporary and no compensation is required to any person or company and no compensation is to be paid should the Government decide to nationalise the industry. It is further agreed that the Government will not interfere with the normal operation of the industry.

## Sink ship

The strength of system members and pillars shall be adhered to as far as practicable.

## **Wet Places**

A working place is the mine where water seeps from the rock in quantities sufficient to wet a man's clothing. If a mine showing water is over six inches deep, shall be considered a wet place. The rate for wet places shall be 15 cents per day extra for all inside men.

## **Rock Miners**

When a man is engaged on rock work where hammer and steel are used, he shall be considered a "rock miner" and paid rock miner's wages.

If an air drill is used, an engine shall be paid machine runner's wages, and the helper paid machine runner's helper's wages. The other men engaged shall be classed as "helpers or laborers" as may be.

When a man is engaged on work in both rock and coal and if the amount of loose rock is greater than the amount of loose coal, he shall be classed as a "rock miner" and where the amount of loose coal is greater than the amount of loose rock, he shall be classed as a "coal miner."

## **Brushing**

When a man is engaged in brushing either top or bottom, using the usual brush and tool, he shall be classed as a "coal miner." In the brushing of drifts a hammer and steel, he shall be classed as a "rock miner."

Timbermen taking out rock while engaged in repairing or repairing shall not be classed as rock miners."

## **Retirement**

Where any employee has drawn his time before the regular pay-day he shall sever his connection with the Company and any alleged grievance or matter it creates is a question of consideration under this agreement. The words "drawn" mean the regular pay-day as attested by the application of the employee for and his receipt of his time check before the regular payday.

## **Chinese Labor**

In the case of the employment of Chinese labor the present rates and conditions of employment between the Company and the Chinese will not be interfered with in any way by the employees of the Company or the Union during the life of this agreement.

## **Pay Day**

All wages earned by any person or persons employed in or about a mine shall be paid in accordance with the Coal Mines Regulation Act of Alberta. Any employee desiring to leave the service of the Company at his request shall be paid all monies due him within two (2) days after his stoppage of work.

All shortages claimed on pay statements shall, unless disputed by the management, be paid within three days after same shall have been made known to the Pit Boss or Foreman.

## **Unclaimed or Unchecked Contract Coal**

Where contract miners send out cart of coal without checks, the amount due be under therefor shall unless a claim for such cart is substantiated, be credited to a fund to be mutually agreed on.

## **Turn of Cars**

The Company shall as far as possible supply each and every miner with an equal turn of cars.

## **Backhands**

The present practice of working miners either as partners or with miners and laborers as it exists in the several camps at the present time, shall be abrogated to.

On all Company work the Company shall employ such class of men as the work requires, and at the rate of wages provided for in this agreement.

## **Contract not to be Voided by Miners' Constitution or Rules**

### **Constitution or Rules**

This contract is in no way to be set aside because of any rule of the Union now in force or which may hereafter be adopted.

## **Overtime**

Sunday work done by repairmen shall be subject to a 20% increase per hour worked. The Company hereby requested a climatic overtime and work on Sundays and Holidays as far as practicable.

## **Tools**

The Company will take back mining tools when the men are discharged for employment. The same to be used by the management of the mine and paid for up to 90% of their value.

New mining tools purchased by the men from the Rundle Mountain Trading Company will be delivered at the mine at a place designated by the Mine Manager.

## **Change Sheets**

Change Sheets shall be posted in a conspicuous place in the check room.

## **Working Partners**

Miners shall, subject to the approval of change by the management, have the right to choose their own partners.

## **Blasting**

Where in the future blasting is introduced in the mine and it can be shown that the earnings of the miner are decreased, therefore the contract rates shall be taken up to cover the 'New Work' clause and an equitable allowance shall be made.

## **Powder**

Where explosive supplies are being sold to the workers, they shall be furnished at cost price which shall include hauling, transportation and insurance.

## **Dockage**

The cars or cars or other impounders taken from coal going over packing tables or screens shall be weighed for a period of six (6) working days from this method of weighing the average weight of waste contained in each mine car will be determined and from a list of deductions per car if any of the company or in other words, proving that the average dirt taken from each car equals 17 pounds, then the company will have the right to deduct from the weight of each pit car 12 pounds to compensate them for hauling and handling of waste. If the average of waste in each car does





## DAY WAGE SCALE—INSIDE

Occupation	Rate
Rock Miner	\$3.85
Driver Spike Team	3.40
Driver Three-wheeler Team	3.75
Mixer	3.40
Smelter	3.40
Bratticeman	3.40
Timberman	3.40
Tracklayer	3.40
Main and Tie Rope Rider	3.40
Timber Handler	3.40
Heisman	3.05
Motorman	3.05
Driver	3.05
Rope Rider	3.05
Locomotive Engineer	4.40
Bratticeman's Helper	4.65
Timberman's Helper	4.65
Tracklayer's Helper	4.65
Motorman's Helper	4.65
Pipefitter's Helper	4.65
Locomotive Watchman	4.65
Cagers, Slope and Incline	4.65
Pumpman	4.65
All Other Labor Unclassified	4.65
Boys to 18 Years	3.50
Over 18 years	Man's Rate

## DAY WAGE SCALE—OUTSIDE

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Occupation	Rate
Power House Engineer	\$6.25
Tail Rope Engineer	5.70
Hauling Engineer	5.55
Locomotive Engineer	6.00
Blacksmith	5.80
Carpenter	5.50
Machinist	\$5.15-5.50
Fireman	5.40
Head Locomotive Switchman	5.35
Box Car Loader Engineer	5.15
Car Repairer	5.15
Locomotive Switchman	4.90
Locomotive Fireman	4.90
Blacksmith's Helper	4.80
Carpenter's Helper	4.80
Car Repairer's Helper	4.80
Machinist's Helper	4.80
Typle Dumper	4.80
Breaker Picker Boss	4.80
Teamster	4.75
Engineman	4.50
Stableman	4.45
All Other Labor Unclassified	4.45
Boys to 18 years	3.00
Over 18 years	Men's Rate

## **CONTRACT RATES**

### **Carey Seam**

#### **Gangway**

6 foot collar, 10 feet spread, 4 feet 6 inches high in the clear as driven at present and including coal, rock timbering and lining track per lineal yard, \$ 5.83

13 foot collar over rail, 6 feet clear from bottom of collar to top of rail 3 posts under collar, collar to be notched for new side post, securely lagged, \$18.87 per lineal yard.

To be driven 12 feet wide, not less than 6 feet clear above the rail including coal, rock and prop timbering, \$15.00 per lineal yard. Where sets are necessary, to be paid for on Stumpert set rate.

#### **Slopes**

To be driven 12 feet wide by thickness of seam but not less than 6 feet clear above the rail including rock and timbering, \$16.50 per area yard. Provided that except in main slopes extra brushing shall not be required unless necessary to make height.

#### **Breasts (Up the Pitch)**

12 feet wide and 7 feet thickness of coal including timbering, chute and stairway and brattice building, per area yard \$8.55

#### **Breasts (Across the Pitch)**

12 feet wide and 7 feet thickness of coal including timbering, brattice, track apron and handling of coal, per area yard, \$7.92

Vandage shall be paid in the first breast a week for gangways at \$1.00 per lineal yard if the pitch is 25 degrees or under and \$1.75 per lineal yard if the pitch is over 25 degrees.

## **Pillars**

30 feet wide and 7 feet thickness of coal timbering in every and handling of coal per lineal yard. \$14.00

When prices are under for the present system working if a seam is more than 7 feet or less than 7 feet to be paid for proportionately.

1 cent per net ton will be paid in addition to vandage for the work of removing coal in pillars where the pitch is less than fifteen degrees.

## **Stewart and Morris Seams**

### **Gangway**

For a drive 46 feet wide by height of seam, including all post timbering and lagging, including handling coal and rock, per net ton 75 cents or 25 degrees pitch or under \$1.20 per lineal yard and over 25 degrees pitch \$2.00 per lineal yard.

In the Morris Seam will rock to be paid for at the rate of 1 cent per inch in thickness, per foot in width, per lineal yard where hauled out and 5 of a cent where gobbed in.

### **Slopes**

For a drive 46 feet wide by height of seam, including all post timbering and lagging handling coal and rock.

For a drive rate

75c per net ton

## Yardage rate

### Where Pumping is Required

12" to 25" size	\$5.30 per loose yard
1" to 12" pitch	\$4.47 per loose yard
1" to 5" pitch	\$3.65 per loose yard

### Where Pumping is Not Required

12" to 25" pitch	\$3.30 per loose yard
5" to 12" pitch	\$2.48 per loose yard
1" to 5" pitch	\$2.10 per loose yard

Pumping shall not be removing the water separately from the coal in any other manner than pumping.

Rock in a Mossy beam only, rock shall be paid extra at the rate of 1¢ per inch in thickness per foot in width per loose yard when loaded out, 6¢/10¢ a cent extra gobbled on.

## Breasts or Angles

To be driven 16 feet wide by height of seam including all post timbering, lagging, sandfilling etc. or rock per net ton 73 cents where coal is loaded in regular mine car and 63 cents where coal is put into chute.

To be driven beams only rock to be paid for at the rate of 6¢/10¢ a cent per inch in thickness, per foot in width per loose yard.

Yardage shall be paid at the net breast above the gangway at \$1.00 per loose yard. The pitch is 25 degrees or under at \$1.75 per loose yard if the pitch is over 25 degrees.

## Pillars

30 feet wide by height of seam secure y timbered with post and tie s. hanging coa. and rock, per net ton. 62 cents where coal is hauled in regular mine car and 51 cen s where coal is put into chug.

In the Morris Seam only, rock shall be paid for at the rate of  $\frac{1}{2}$  10 of a cent per net cu thickness per foot in width per usual yard.

## Roofs and Entry Timbering (When Required)

\$1.20 per set 6 to 8 inches diameter

\$1.50 per set 8 to 10 inches diameter

\$1.80 per set, 10 to 12 inches diameter

The above prices are based on the collar being 16 feet long with two side props and centre prop, when required suitably lagged. If more or less than 16 feet long to be paid for in proportion.

When square sets are used in entries, composed of two pieces framed and securely lagged the collar to be no more than 12 feet between posts at max. 12 inches thick \$2.39 per set. Collar of greater or less dimensions to be paid for in proportion.

## Shovelling in Cross-Cuts or Pillars

When car is furnished, shovelling of coal in cross-cuts or pillars shall be paid extra per lineal yard as follows:

	Cross-cuts	Pillars
Over 15 ft. and to 25 ft.	\$0.40	\$0.70
Over 25 ft. and to 35 ft.	.75	1.4.
Over 35 ft. and to 45 ft.	.50	2.81

## **Delivery of Cars**

To be made according to present practice

## **McGinys**

The company will pay for all the full-wheel material other than that that of the contract Miner

The Company is required to wear shoes where the coal becomes abnormally hard

## **Brushing Floor Rock**

Where loaded out or cribbed and go-sold 11 1/2 cents per inch in thickness per foot in width, per lineal yard.

Where cast back and gobbed only eight hundred twenty-five (825) thousandths of a cent (11 cent per inch in thickness per foot in width, per lineal yard.

In Gangways when a raucue drill is used the price to be paid shall be ten watts in a cord per inch in thickness, per foot in width, per lineal yard, of iron, 1/2, hammer and steel to be equal company work

## **Cap Rock**

In Stewart Seam only cap rock shall be paid for at the rate of eight hundred twenty-five (825) thousandths of a cent per inch in thickness, per foot in width per lineal yard.

## **Niggerheads**

Where niggerheads are go-sold the quantity shall be estimated and paid for on the basis of 75c per car where they are required to be loaded out, \$1.25 per car



## **All Seams**

Chase banding 50 cents per lineal yard to be paid according to present practice 4 feet wide, unless otherwise ordered by the Pit Boss. First length of chase 16 feet. \$2.99

Backhacks according to present practice \$2.99  
All retubing and replacing worn timbers, lag bolts and plates where required by the Pit Boss to do so, and if done by contract work, 8 inch or 10-inch timber at 6 cents per foot

Cost of ventiles banding on breasts, 36 cents per lineal yard

All horizontal breasts driven over 200 feet to be paid 50 cents per yard extra up to 300 feet

## **Cap Pieces**

The Company agrees to supply contract miners with ready-made cap pieces.

## **Pulling Rails in Pillars**

Miners shall be paid Company time for pulling rails in pillars when required by the Company to do so.

## **Man Trips**

The Company agrees to supply a man trip from the Morris Seam subject to the approval of the Mines Department

## **Overpass.**

In rooms from 200 to 300 feet. 50 cents per lineal yard.

In pillars 10 feet wide, 200 feet to 300 feet. \$1.11 per lineal yard.

In rooms from 300 to 400 feet \$1.19 per brace yard.

In pillars 30 feet wide, 300 to 400 feet \$2.23 per brace yard.

### **Machine Mining**

The rate for each cut shall be \$4.04.

Machine cutters to receive 4/7 or \$2.31 per cut.

Machine scrapers to receive 3/7 or \$1.73.

### **Bridge Sicks**

Bridge Sicks \$2.40 per set the action of the Company put in by Company men.

### **Driving Pitch Cross-cuts**

Where necessary to drive a pitch cross-cut through an abnormally thick pillar the Company will furnish a buggy.

### **Drawing Pillars**

In drawing a pillar, where one fast side is along a fault, the last one foot in width along the fault shall be paid five cents per ton extra or the equivalent percentage where paid by yardage.

### **Single Places**

Where the thickness of coal in any cross-cut becomes less than six feet, the cross-cut shall be considered a single or one man place.

### **Moving Track**

The Company will encourage the laying of track on cross-cuts and move track up in pillars on the Morris and Stewart Seams if, in the judgment of the engineer, it is considered advisable to do so.

The Company shall also move track up to pillars where the coal is over ten feet wide.

In conditions not already covered by the foregoing clause for loading shall apply.

In taking out pillars, track shall be moved to the right side at the commencement of the cross-cut and where skips are driven from the right or slope track shall be moved into the skip.

### **Miners Running Hoists and Turning Switches**

The existing practice where miners run the hoist and turn switches shall be continued as follows:

In Jigs—Up to 300 feet—1 hour extra.

In Slopes—If over 150 feet and up to 300 feet—1 hour extra.

In Jigs and Slopes—Turning switches and vice— $\frac{1}{4}$  hour extra.

## **LOCAL CONDITIONS**

House Rents—Houses renting at \$2.00 per room per month shall be reduced to \$1.50 per room per month otherwise no change.

Electric Current—No change to present rates.

Wash House—\$1.00 per month.

Blacksmithing—50c per month.

Water—Using outside tap \$1.00 per month.

Water—Using inside tap \$1.50 per month.

Screened Coal—\$5.81 per ton delivered.

A WITNESS WHEREOF the parties hereto have hereunto set the hands of their proper officers this Third day of April, Nineteen Hundred and Thirty-six

THE  
CANMORE COAL COMPANY, LIMITED  
R. M. Young, General Manager

THE CANMORE MINERS' UNION

Robert Hall President

W. Forster—Secretary

I. Miller Committee Man

Jack Dunbar Committee Man

Witness to all signatures

H. B. Rennox







